

EXHIBIT 3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

X-----

THE NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS PENSION FUND, NEW YORK CITY
DISTRICT COUNCIL OF CARPENTERS WELFARE
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS VACATION FUND, NEW YORK CITY
DISTRICT COUNCIL OF CARPENTERS ANNUITY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS APPRENTICESHIP, JOURNEYMAN
RETRAINING, EDUCATIONAL AND INDUSTRY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
CARPENTERS CHARITY FUND and THE NEW YORK
CITY AND VICINITY CARPENTERS LABOR
MANAGEMENT AND COOPERATION FUND, by
MICHAEL J. FORDE and PAUL O'BRIEN,
as TRUSTEES,

ANSWER, AFFIRMATIVE
DEFENSES AND COUNTER-
CLAIM

Plaintiffs,

-against-

B&A INTERIORS, LTD.,

Defendant.

X-----

Defendant, B&A INTERIORS, LTD., by its attorney, RICHARD S. BONFIGLIO, ESQ.,
by way of Answer to the Plaintiffs' Complaint, respectfully alleges as follows:

1. That it lacks knowledge sufficient to form a belief as to the truth of the allegations
made in the paragraphs denominated as Nos. 5 and 6 of the Complaint.

2. That it admits an award was made by an arbitrator on February 20, 2007, as alleged

in the paragraph denominated as No. 12 of the Complaint, and denies each and every other allegation
made therein, as said award was entered on an unintentional default in appearing by the Answering
Defendant.

- insufficiently documented so as to permit the Answering Defendant to rebut the allegations of of the Answering Defendant, made timely complaint to Plaintiffs that the said audit report was
4. Upon receipt of the Plaintiffs' auditor's report, Alex Caperna, the sole shareholder Defendant's books and records made by Plaintiffs' auditors during 2006.
3. The deficiencies alleged by Plaintiffs were based upon an audit of the Answering payment of contributions by the Answering Defendant.
- Plaintiffs' intent to arbitrate a dispute between the parties pertaining to an alleged deficiency in
2. In or about January, 2007, the Answering Defendant received written notice of under the laws of the State of New York.
1. The Answering Defendant is a domestic corporation, duly organized and existing

AS AND FOR A FIRST COUNTER CLAIM

1. The Plaintiffs' fail to state a claim upon which relief can be granted.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

- of the Complaint.
5. That it denies each and very allegation made in the paragraph denominated as No. 15 determination was made on an unintentional default in appearing by the Answering Defendant.
- as No. 14 of the Complaint, and denies each and every other allegation made therein, as said
4. That it admits an arbitrator awarded interest, as alleged in the paragraph denominated in appearing by the Answering Defendant.
- and every other allegation made therein, as said determination was made on an unintentional default contributions, as alleged in the paragraph denominated as No. 13 of the Complaint, and denies each
3. That it admits an arbitrator found that the Answering Defendant failed to make

Answering Defendant wrote to the Plaintiffs letter dated February 6, 2007, reiterating his request for

11. Prior to the date set for Arbitration, Mr. Caperna again acting on behalf of the

Caperna inadvertently mis-calendared the date as February 20, 2007 instead of February 13, 2007.

10. Upon receipt of the notice setting the date, time and place for the Arbitration, Mr.

9. Plaintiffs instead served notice of intention to Arbitrate.

through March 31, 2006.

period July 1, 2000 through June 30, 2001 comparable to those provided for the period July 1, 2002

Plaintiffs letter dated October 24, 2006, and requested particulars of the alleged deficiencies for the

8. The said Alex Caperna, acting on behalf of the Answering Defendant wrote to the

by week, for which such deficiencies were asserted.

because of the lack of particularity as to the identity of the employee, and the specific pay period,

substantial deficiencies were alleged, but for which the Answering Defendant had no ability to refute

Hours by Week Ending Date, for the period July 1, 2000 through June 30, 2001, for which period

7. The Plaintiffs' audit report was not supported with a comparable NYDCC Audit

for whom a deficiency was alleged.

enable the Answering Defendant to refute the asserted deficiencies with respect to both employees

the identity of the employee, the specific pay period, by week and other information sufficient to

6. That document supplied the Answering Defendant with sufficient particularity as to

March 31, 2006.

denominated as the NYDCC Audit Hours by Week Ending Date, for the period July 1, 2002 through

5. Specifically, Plaintiffs' audit report was supported in part with a document

deficiency made therein.

1. Dismissing the Complaint in its entirety and each and every cause of action set forth therein.
2. Granting the Answering Defendant judgment on the counter-claim, vacating the Arbitrator's Award in its entirety; restoring the matter to the Arbitration Calendar, and, directing the Plaintiffs to supply the Answering Defendant, prior to such restoration, with adequate particulars of any alleged deficiencies for the period July 1, 2000 through June 30, 2001 having the equivalent particularity as that supplied for the period July 1, 2002 through March 31, 2006.

WHEREFORE, the Answering Defendant demands judgment as follows:

17. The Answering Defendant has no adequate remedy at law.
16. The Answering Defendant is possessed of a meritorious defense to the Plaintiffs' claims.
15. The Answering Defendant's failure to appear at the Arbitration was neither intentional nor due to willful neglect.
14. The failure or refusal of the Plaintiffs to furnish the Answering Defendant with sufficient particulars to fully refute the alleged deficiencies is likewise unlawful and improper.
13. The deficiencies alleged by the Plaintiffs are erroneous and not supported by the books and records of the Answering Defendant.
12. Because of the inadvertent mis-calendaring of the date for Arbitration, the Answering Defendant failed to appear on the date set in the notice and on February 20, 2007 an Arbitrator issued and Opinion and Award, on default, awarding the Plaintiffs the total alleged deficiencies.
11. The deficiencies alleged by the Plaintiffs are erroneous and not supported by the books and records of the Answering Defendant.
10. The failure or refusal of the Plaintiffs to furnish the Answering Defendant with sufficient particulars to fully refute the alleged deficiencies is likewise unlawful and improper.
9. The Answering Defendant's failure to appear at the Arbitration was neither intentional nor due to willful neglect.
8. The Answering Defendant is possessed of a meritorious defense to the Plaintiffs' claims.
7. The Answering Defendant has no adequate remedy at law.
6. The Answering Defendant is possessed of a meritorious defense to the Plaintiffs' claims.
5. The Answering Defendant's failure to appear at the Arbitration was neither intentional nor due to willful neglect.
4. The failure or refusal of the Plaintiffs to furnish the Answering Defendant with sufficient particulars to fully refute the alleged deficiencies is likewise unlawful and improper.
3. The Answering Defendant's failure to appear at the Arbitration was neither intentional nor due to willful neglect.
2. Granting the Answering Defendant judgment on the counter-claim, vacating the Arbitrator's Award in its entirety; restoring the matter to the Arbitration Calendar, and, directing the Plaintiffs to supply the Answering Defendant, prior to such restoration, with adequate particulars of any alleged deficiencies for the period July 1, 2000 through June 30, 2001; and, advising Plaintiffs of his intention to appear at the Arbitration and defend same.
1. Dismissing the Complaint in its entirety and each and every cause of action set forth therein.

Page 5 of 5

3. Awarding the Answering Defendant its costs and disbursements of suit; including, but not limited to by reason of specification, a suitable allowances for attorneys fees.
4. During the pendency of this action granting the Answering Defendant such *pendente lite* and ancillary relief as to the Court may seem just and proper in such case made and presented.
5. Granting the Answering Defendant such other further and different relief as to the Court may seem just, proper and equitable.

Dated: Brooklyn, New York
September 12, 2007

Yours, etc.,
The Law Firm of
RICHARD S. BONFIGLIO, ESQ.

By: RICHARD S. BONFIGLIO, ESQ.[RSB 7778]
sue doctor@aol.com
238 - 92nd Street
Brooklyn, NY 11209-5702
718-833-5573
Attorney for Defendant

To: Andrew Grabois, Esq. [AG3192]
O'Dwyer & Bernstein, LLP
59 Duane Street
New York, New York 10007
Attorneys for Plaintiffs

Attorney(s) for

To:

Service of a copy of the within is hereby admitted.
Dated:.....20.....

The Law Firm of
RICHARD S. BONFIGLIO, ESQ.
238 - 92nd Street
Brooklyn, New York 11209-5702
E-mail:suedoctor@aol.com
Telephone: (718) 833-5573
Facsimile: (718) 833-5574

**NOTICE OF CROSS-MOTION
AFFIDAVIT OF ALEX CAPERNA
AFFIRMATION OF RICHARD S. BONFIGLIO**

Defendant.

-----X

B&A INTERIORS, LTD.,

-against-

Plaintiffs,

as TRUSTEES,

MICHAEL J. FORDE and PAUL O'BRIEN,
MANAGEMENT AND COOPERATION FUND, by
CITY AND VICINITY CARPENTERS LABOR
CARPENTERS CHARITY FUND and THE NEW YORK
FUND, NEW YORK CITY DISTRICT COUNCIL OF
RETRAINING, EDUCATIONAL AND INDUSTRY
CARPENTERS APPRENTICESHIP, JOURNEYMAN
FUND, NEW YORK CITY DISTRICT COUNCIL OF
DISTRICT COUNCIL OF CARPENTERS ANNUITY
CARPENTERS VACATION FUND, NEW YORK CITY
FUND, NEW YORK CITY DISTRICT COUNCIL OF
DISTRICT COUNCIL OF CARPENTERS WELFARE
CARPENTERS PENSION FUND, NEW YORK CITY
THE NEW YORK CITY DISTRICT COUNCIL OF

-----X

SOUTHERN DISTRICT OF NEW YORK
UNITED STATES DISTRICT COURT